

JPA File No.: 07-092-I
AG Contract No.: P001-2007-003117
Project: Maintenance/Electrical/
Landscaping
TRACS No.: N/A
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF CASA GRANDE

THIS AGREEMENT is entered into this date 20th March, 2008, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CASA GRANDE, acting by and through its Mayor and City Council (the "City"). The State and the City collectively are referred to as "Parties".

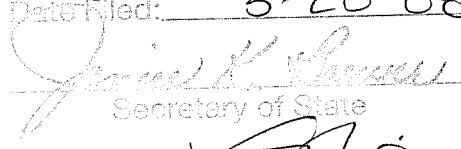
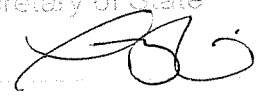
I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and City have entered into this Agreement to define the maintenance and electrical power responsibilities upon completion of the following roadway improvements along SR 387 (MP 3.68 to 4.48), including but not limited to; traffic signal, 6ft wide sidewalks, landscaping, irrigation controller, and irrigation systems. The State shall provide routine maintenance of the traffic signal and the City shall provide electrical power to operate the traffic signal, and irrigation controller and provide maintenance for all sidewalks and water for the landscaping, and irrigation systems within the State's right-of-way, all at the City's expense, hereinafter referred to as the "Project".

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29764
Filed with the Secretary of State
Date Filed: 3-20-08

Secretary of State


II. SCOPE OF WORK

1. The State shall:

a. Continue to be responsible for the general routine maintenance of the traffic signal, and roadway shoulder areas with the exception of landscaping and sidewalks, all at the State's expense.

b. Provide the City the necessary permits to the City for maintenance responsibilities for the landscaping and sidewalks.

2. The City shall:

a. Upon completion of the Project provide the electrical power to operate the traffic signal, roadway lighting, irrigation controller, and irrigation systems all at the City's expense.

b. Upon completion of the Project provide the proper maintenance for all sidewalks, landscaping, and irrigation controller and irrigation systems within the State's right-of-way, all at the City's expense.

c. Upon completion of the Project continue to provide maintenance for all sidewalks as referenced with the existing *Master Agreement dated March 27, 1969*, and *Agreement JPA 04-114* to include but not be limited to; keeping all sidewalk pathway surfaces and surrounding areas free of all debris, undesirable weeds, grasses, trash and litter. The sidewalk surface or concrete slabs will be repaired and/or replaced as necessary to correct trip hazard. And any erosion around the sidewalks shall be maintained to the final grade at the time of completion of the sidewalk construction.

d. Upon completion of the Project provide the water necessary to properly maintain the landscaping and maintain the irrigation systems, including all testing, adjusting, repairing, and operation of the systems.

e. Upon completion of the Project, maintain the landscaping, to include but not be limited to; care of all landscaping in accordance with accepted horticultural practices keeping all areas free of weeds, undesirable grasses, and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and establishment at the completion of the Project. The City will not make any changes, additions, or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual".

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effective herein. However, the maintenance and electrical power provisions as stated in II.2a.b.c.d & e in this Agreement by the City shall be perpetual. In the event the City fails to budget or provide for the maintenance and electrical power, the State shall in no way be obligated to be responsible for maintenance and electrical power as set forth in this Agreement.

2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

1. This Agreement shall become effective upon filing with the Secretary of State.
2. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
3. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
4. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
5. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Casa Grande
Attn: Public Works Director
510 E. Florence Boulevard
Casa Grande, Arizona 85222
Phone # (520) 421-8625
Fax # (520) 421-8602

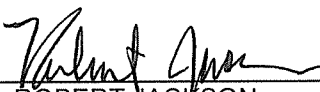
6. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

8. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

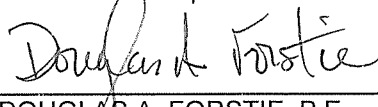
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF CASA GRANDE

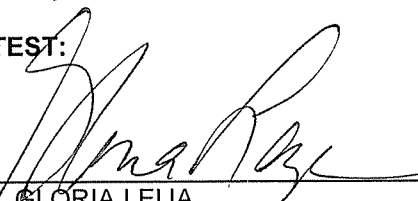
By 
ROBERT JACKSON
Mayor

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
GLORIA LEIJA
Clerk



RESOLUTION NO. 4152

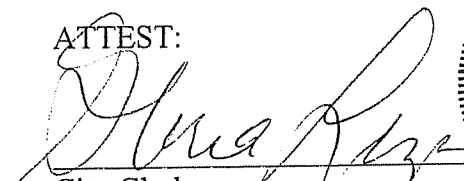
A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF TRANSPORTATION, AND THE CITY OF CASA GRANDE TO SPECIFY THE RESPONSIBILITIES FOR MAINTENANCE, OPERATION AND FINANCIAL OBLIGATIONS FOR FACILITIES LISTED IN THE AGREEMENT LOCATED ALONG SR 387 (INTERSECTION OF PINAL AND MCCARTNEY).

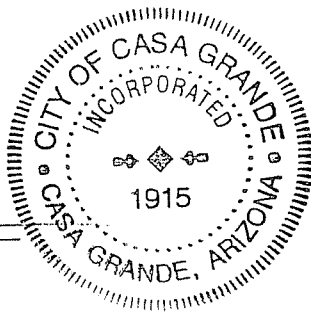
BE IT RESOLVED by the Council of the City of Casa Grande, Arizona, as follows:

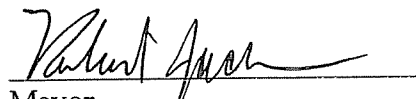
The Mayor and Council hereby authorize the execution of an Intergovernmental Agreement (identified in City records as 208-4) between the State of Arizona, Arizona Department of Transportation, and the City of Casa Grande to specify the responsibilities for maintenance, operation and financial obligations for facilities listed in the agreement located along SR 387 (intersection of Pinal and McCartney).

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 19th day of February, 2008.

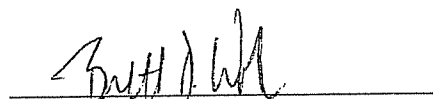
ATTEST:


City Clerk




Mayor

APPROVED AS TO FORM:

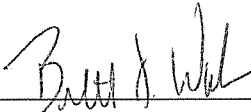

City Attorney

ATTORNEY APPROVAL FORM FOR THE CITY OF CASA GRANDE


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 11th day of February, 2007.



CITY Attorney

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007-003117 (**JPA 07-092I**), an Agreement between public agencies, i.e., The State of Arizona and The City of Casa Grande, has been reviewed pursuant to A.R.S. § 11-951 through 11-954, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 6, 2008.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:smb:161019
Attachment